



WorkFirst
ON-THE-JOB TRAINING CONTRACT
TERMS AND CONDITIONS

ORG INDEX _____ **CONTRACT NUMBER** _____

STANDARDS

On-The-Job (OJT) training is a full-time subsidized employment activity. It is skills training provided by an employer at an employer's place of business, and it may be combined with classroom training.

The WorkFirst program has traditionally authorized the creation of two kinds of OJTs,
(1) Learning new skills, and
(2) Wage progression with new job duties.

Except as described under the "Limitations" section below, private employers, public agencies and private or non-profit companies or corporations are eligible to participate as an employer in OJT.

- ☐ Employers must be involved in the construction of the OJT contract so they understand the purpose of the OJT and their training responsibilities.
- ☐ The WorkFirst contract will list specific occupational skills to be learned for enhancement or wage progression.
- ☐ Wages for an OJT contract must start at a minimum of \$8.50 an hour.
(Offices may establish a higher wage standard for their local area.)
- ☐ Wages are monies paid by an employer to an employee for work the employee performs. Tips, commissions, and piece work are not considered wages and are not eligible for reimbursement under the OJT contract.
- ☐ The employer shall provide the employee with Industrial Insurance (L&I) and Unemployment Insurance (UI) coverage and any other benefits required by law.
- ☐ The employee will receive benefits at the same level and extent provided to other persons similarly employed by the employer.
- ☐ Time and attendance records are maintained for employees.

- ☐ Full-time training is defined as 32-40 hours per week.
- ☐ The Employment Security Department (ESD) reimburses employers for a portion of the employee's wages during the OJT, which may last from one to five months but typically are written for 6 to twelve weeks.
- ☐ Employers can be reimbursed for up to 50% of the total gross wages for regular hours of work and 100% of the initial starting wage for pre-approved release time for training as stated in the OJT contract.
- ☐ Normal wage increases must be built into the OJT original contract prior to signature.
- ☐ Any overtime work that an employee engages in while under a signed contract will not be reimbursed.
- ☐ The OJT employee is hired with the intention of continued employment following the contracted training.
- ☐ The employee cannot start work or training until all parties sign the OJT contract. The WorkFirst Supervisor must review and approve the OJT contract prior to the WorkFirst Representative and the Employer signing the contract. The Trainee may sign to acknowledge the contract.
- ☐ If the conditions for employment changes, the contract must be modified before ESD will agree to the new conditions or reimburse the employer.

LIMITATIONS

- ☐ The employer must not be in violation of federal, state, or local labor laws.
- ☐ The employer must not be involved in a strike, lockout or other unusual labor condition.
- ☐ The OJT employee will not displace or infringe on the promotional opportunities of any regular employees. (The term "displacement" includes alteration of an employed worker's job resulting in the reduction of skill, content, salary or promotional opportunity.)
- ☐ The OJT employee will not replace a laid-off employee from the same or any substantially equivalent job or a terminated regular employee with the intention of filling the vacancy so created with an OJT employee.
- ☐ The OJT employee will not displace any current employees, including partial displacement such as reduction in hours, wages, or employment benefits.

- ☐ The OJT employee will not be involved in political activities during work hours.
- ☐ The OJT employee will not construct, operate or maintain a facility used or to be used for sectarian instruction or as a place of religious worship.
- ☐ The Employer's hiring procedures will not discriminate against any individual on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief.
- ☐ The working conditions will not be unsanitary, hazardous or dangerous per WISHA laws.
- ☐ The OJT contract will not impair existing contracts for services or collective bargaining agreements.
- ☐ The OJT employee must not be related to the supervisor or owner's family.

GENERAL CONDITIONS

☐ **Accounting**

The Employer will keep records for the employee(s) including:

- Social Security number
- Job description
- Time and attendance records
- Copies of all warning letters and other correspondence and/or letters relating to the Employee
- Gross pay and fringe benefits for each pay period
- Copy of OJT contract
- Verification of wage payments

Note: All Employee records are subject to audit and employers must retain these records for four (4) years after completion of contract and Employer must provide access to these records if requested.

☐ **Benefits**

The Employer shall provide employee with:

- Industrial Insurance (L&I) or its equivalent
- State Unemployment Insurance
- Other benefits required by law
- The Employee(s) will receive benefits (to the same level and extent) provided to other persons similarly employed by the Employer

☐ **Collective Bargaining**

If a collective bargaining agreement is in effect during the contract period, the Employer shall give a copy of this contract to the collective bargaining agent. If any provision of this training contract is inconsistent with any provision of an applicable collective bargaining, the Employer shall obtain agent's written

concurrence. The Employer shall retain written evidence of the notification to, and concurrence of, the collective bargaining agent.

☐ **Contract Changes**

Changes to the contract may be made when there is:

- A change in the end date of the contract
- Revision of training outline

Changes must be processed in writing with original signatures.

☐ **Displacement of Workers**

No currently employed worker may be displaced by an OJT employee (including partial displacements such as a reduction in the hours of non-overtime work, wages or employment benefits.) No OJT employee shall be employed or job opening filled when any other individual is on layoff from the same or any substantially equivalent job or when the employer has terminated the employment of any regular employee or otherwise reduced its workforce. No training position can be created which infringes upon the promotional opportunities of current employees.

☐ **Equal Opportunity Employment**

The Employer and WorkFirst will not discriminate against any applicant or employee on the basis of race, color, religion, sex, national origin, disability, political affiliation, belief, or age (except where there is a bona fide occupational qualification).

☐ **Monitoring**

A WorkFirst employment services counselor will visit the Employer periodically to ensure all training objectives are being met and that all parties remain satisfied with progress.

- For the first month of an OJT, The WorkFirst Representative will make weekly on-site visits.
- After the first month, monthly on-site visits.

☐ **Nepotism**

WorkFirst may not contract with an Employer to train an employee who is a member of the Employer's family.

☐ **Political or Sectarian Activities**

Work associated with political activities is prohibited by this contract. The Employee as part of their assigned duties may not construct, maintain or operate any facility used for sectarian instruction or religious worship, nor engage in activities to support any sectarian organization.

☐ **Retention**

The Employer intends to retain the employee upon satisfactory completion of training.

☐ **Safety and Health Standards**

The Employer agrees to comply with appropriate safety and health standards as defined in the Federal Occupational and Health Safety Act (Public Law 91-596) and Washington Industrial Safety and Health Act (RCW 49.17), and rules and regulations adopted under its authority.

☐ **Termination of Contract**

This contract will terminate upon 1) the contract end date, or 2) the completion of the specified training duration or 3) the final date of the Employee's employment with the Employer, whichever is earliest.

Contract may be terminated earlier by Employer or WorkFirst upon written notice due to:

- Failure of employee to meet employer requirements (see disciplinary action).
- Failure of employer to comply with the terms and conditions and assurances of this contract.
- Termination or reduction federal funding

☐ **Unions**

No funds paid under this agreement may be used to promote or discourage union organizing.

☐ **Wages**

Employees shall be paid at the same rate as other persons similarly employed by Employer, including periodic raises. Employee wages must be paid by check. Cash or "in-kind" payments are not acceptable.

☐ **Wage Progression OJTs**

A wage progression OJT must:

- Be used to move an employee from part-time employment to full-time employment if the other conditions are met.
- Successfully place an employee in a full-time position with increased wages, or benefits, along with new job duties (skills) to be acquired.
- Be developed with a different employer or in a new position with a current employer, by requiring the employee to learn specific new occupational skills.
- Key skills to be learned must be identified in the OJT contract as being essential to attaining a wage progression.

SIGNATURE PAGE

Signatures:

Employer's Legal Name

Employer Representative

Title

Date

First Supervisor or Designee

Date

Work

WorkFirst Program Representative

Date

OJT Employee (Optional)

Date